

CITY OF SPRINGDALE
Committee Agendas
Monday, January 14th, 2019
Multipurpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.

Finance Committee by Chairman Jeff Watson:

1. **A Resolution** expressing the City of Springdale's willingness to participate in the "Local Job Creation, Job Expansion, and Economic Development Act of 2017" Codified at Ark. Code Ann. 14-176-101 et seq., and to participate in Economic Development Projects as provided therein. Item to be presented by Perry Webb, President of the Springdale Chamber of Commerce. (Tabled on November 5th) **2-3**
2. **Discussion** new job positions within the Fire Department. Item presented by Mike Irwin Fire Chief.

Police and Fire Committee by Chairwoman Amelia Williams:

3. **An Ordinance** to waive competitive bidding for tasers for the Police Department. Item presented by Mike Peters, Police Chief. **4-11**

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE CITY OF SPRINGDALE'S WILLINGNESS TO PARTICIPATE IN THE "LOCAL JOB CREATION, JOB EXPANSION, AND ECONOMIC DEVELOPMENT ACT OF 2017", CODIFIED AT ARK. CODE ANN. §14-176-101, *et seq.*, AND TO PARTICIPATE IN ECONOMIC DEVELOPMENT PROJECTS AS PROVIDED THEREIN.

WHEREAS, in the general election of 2016, the voters of the State of Arkansas overwhelmingly approved (by a vote of 689,980 for and 366,020 against) Amendment 97 to the Constitution of the State of Arkansas, which Amendment was for the purpose to encourage job creation, job expansion, and economic development in the State of Arkansas;

WHEREAS, in 2017, the Arkansas General Assembly implemented Amendment 97 by the passage of Act 685, known as the "Local Job Creation, Job Expansion, and Economic Development Act of 2017" ("the Act"), and is codified at Ark. Code Ann. §14-176-101, *et seq.*;

WHEREAS, the Act provides that a municipality or county may obtain or appropriate money to finance economic development projects or to provide economic development services, which funds so appropriated shall be deemed to further the public purpose of economic development;

WHEREAS, the City of Springdale is committed to high quality and balanced growth and development of the community; recognizes the importance of continued economic development to meet the needs of its residents, and its obligation to balance the demand for economic development with the prudent use of public tax receipts for economic development incentives, reserving the use of these incentives for projects that demonstrate significant public benefit.

WHEREAS, this Resolution is intended to lead to a substantial public benefit, the creation of new jobs, the elimination of blight or conditions that could lead to blight, the increase of property values, the increase of tax revenues, and the promotion of economic stability and enhance the quality of life throughout the City.

WHEREAS, nothing in this Resolution shall imply or suggest that the City is under any obligation to approve or support the use of this public economic incentive tool for any applicant. The City reserves the right to modify or waive, on a case-by-case basis, any of the elements of this Resolution, if all the applicable state statutory requirements of the Act are satisfied.

WHEREAS, Act 685 provides that before entering into a contract for an economic development project, the governing body of the municipality shall review and approve an economic impact and cost-benefit analysis of the proposed economic development project; and such contract shall state, among other things, a proper public purpose, such as the creation of new jobs, job retention, or the expansion of the tax base by construction or improvements to real property;

WHEREAS, for the purpose implementing Act 685, the City of Springdale will consider projects that meet the following criteria:

- **Manufacturing, Production, & Industrial Facilities:** Projects of these types must include a Total Capital Investment of \$25,000,000, a minimum Facility Size of 100,000 square feet, and a Value of \$20,000,000, provide 500 jobs at an Average Hourly Wage of \$22.50 per hour with a Total Payroll of at least, \$20,000,000.
- **Research, Technology, & Development Facilities:** Projects of these types must include a Total Capital Investment of \$15,000,000, a minimum Facility Size of 20,000 square feet, and a Value of \$10,000,000, provide 100 jobs at an Average Hourly Wage of \$29.00 per hour with a Total Payroll of at least, \$6,000,000.
- **Recycling Facilities:** These Projects must include a Total Capital Investment of \$20,000,000, a minimum Facility Size of 150,000 square feet and a Value of \$15,000,000, provide 200 jobs at an Average Hourly Wage of \$22.50 per hour with a Total Payroll of at least, \$12,000,000.

- **Distribution Centers:** Projects of these types must include a Total Capital Investment of \$15,000,000, a minimum Facility Size of 400,000 square feet and a Value of \$6,000,000, provide 200 jobs at an Average Hourly Wage of \$22.50 per hour with a Total Payroll of at least, \$10,000,000.
- **Call Centers:** Projects of this type must include a Total Capital Investment of \$12,000,000, a minimum Facility Size of 100,000 square feet, and a Value of \$18,000,000, provide 500 jobs at an Average Hourly Wage of \$22.50 per hour with a Total Payroll of at least, \$20,000,000.
- **Warehouse Facilities:** Projects of this type must include a Total Capital Investment of \$15,000,000, a minimum Facility Size of 400,000 square feet, and a Value of \$10,000,000, provide 100 jobs at an Average Hourly Wage of \$22.50 per hour with a Total Payroll of at least, \$4,000,000.
- **Job Training Facilities:** Projects of these types must include a Total Capital Investment of \$8,000,000, a minimum Facility Size of 40,000 square feet and a Value of \$6,000,000, provide 25 jobs for employees at an Average Hourly Wage of \$29.00 per hour. The facility must also provide training to a minimum of 300 people with an Average Hourly Wage of \$22.50. The Facility must provide a Combined (Employees & trainees) Total Payroll of at least, \$3,500,000
- **Regional or National Corporate Headquarters:** Projects of these types must include a Total Capital Investment of \$2,000,000, a minimum Facility Size of 20,000 square feet and a Value of \$4,000,000, provide 100 jobs at an Average Hourly Wage of \$22.50 per hour with a Total Payroll of at least, \$4,000,000.

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that the City of Springdale seek to avail itself of the provisions of the Act, and to make it known that the City of Springdale is committed to economic development projects that will further the public purpose of economic development as provided in the Act, and as set forth in this Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Council for the City of Springdale, Arkansas, hereby expresses its willingness to utilize the provisions of the "Local Job Creation, Job Expansion, and Economic Development Act of 2017", codified at Ark. Code Ann. §14-176-101, *et seq.*; and thereby pursuant to the Act to obtain or appropriate money to finance economic development projects or to provide economic development services, which funds so appropriated shall be deemed to further the public purpose of economic development.

PASSED AND APPROVED this ____ day of _____, 2018.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE TO WAIVE COMPETITIVE
BIDDING FOR TASERS FOR THE POLICE
DEPARTMENT**

WHEREAS, the tasers currently used by the police department have exceeded the reliable life expectancy and need to be replaced, and

WHEREAS, Axon Enterprise, Inc. is the sole provider of this equipment, and

WHEREAS, Axon Enterprise, Inc. has submitted a quote of \$125,747.16 for the tasers and related equipment, and

WHEREAS, Arkansas Code 14-58-303 states, “The governing body, by ordinance, may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical”;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

Section 1. This Council finds that due to the need to replace the Police Department tasers the fact that there is only one provider, the competitive bidding process is not feasible or practical to use and is here by waived for an amount not to exceed \$125,747.16 for tasers purchased from Axon Enterprise, Inc.

Section 2. Emergency Clause. It is hereby declared that an emergency exists, and this ordinance being necessary for the immediate preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon passage and approval.

PASSED AND APPROVED this 22nd day of January, 2019

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney



CITY of SPRINGDALE

POLICE DEPARTMENT

SERVICE DIVISION

To: Mayor Doug Sprouse
CC: Wyman Morgan
From: Chief Mike Peters *mp100*
Date: 1/8/2019
Re: Taser Contract

Mayor,

As you are aware we requested funds in the 2019 budget to enter into a contract with Axon Enterprises to supply us with Tasers and related equipment.

The quote has 2018 prices, which increased for 2019, but Axon has agreed to honor the quote until January 25th.

I am requesting that this be put on the January 14th committee agenda for approval to enter into this contract.

Please find attached the quote from Axon.



17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.axon.com

May 8, 2018

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Product Packages

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only available for purchase from Axon Enterprise. Axon is also the sole distributor of all Axon product packages in all 50 states and the District of Columbia.

Axon Product Packages

1. **Officer Safety Plan:** Includes a conducted electrical weapon (CEW), Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P CEWs, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
3. **TASER 60:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years.
4. **Unlimited Cartridge Plan:** Allows agency pay an annual fee to received unlimited cartridges and batteries.
5. **TASER 60 Unlimited:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND CEW PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND CEW PRODUCTS
Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Josh Isner'.

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

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Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-129470-43465.637JM

Issued: 12/31/2018



Quote Expiration: 01/25/2019

Account Number: 112656

Start Date: 02/07/2018
Payment Terms: Net 30
Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Colin Fine
Phone: 480-463-2167
Email: cfine@taser.com
Fax: 888-843-4309

PRIMARY CONTACT

Mike Bell
Phone: (479) 756-8200
Email: mbell@springdalear.gov

SHIP TO
Mike Bell
Springdale Police Department - AR
201 N. SPRING ST.
Springdale, AR 72764
US

BILL TO
Springdale Police Department - AR
201 N. SPRING ST.
Springdale, AR 72764
US

Taser 60 Basic Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85181	TASER 60 YEAR 1 PAYMENT: X26P BASIC	84	280.00	180.00	15,120.00
Hardware					
11501	HOLSTER, BLACKHAWK, RIGHT, X26P	84	0.00	0.00	0.00
22010	PPM, BATTERY PACK, STANDARD, X2/X26P	84	0.00	0.00	0.00
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	2	188.00	0.00	0.00
11002	HANDLE, BLACK, CLASS III, X26P	84	0.00	0.00	0.00
44203	CARTRIDGE - 25' HYBRID	168	0.00	0.00	0.00
44203	CARTRIDGE - 25' HYBRID	168	32.00	32.00	5,376.00
Subtotal					20,496.00
Estimated Shipping					0.00
Estimated Tax					1,998.36
Total					22,494.36

Spare X26P

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
22010	PPM, BATTERY PACK, STANDARD, X2/X26P	1	62.00	0.00	0.00
11002	HANDLE, BLACK, CLASS III, X26P	1	1,022.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00



Year 2 Due 2019

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85182	TASER 60 YEAR 2 PAYMENT: X26P BASIC	84	280.00	280.00	23,520.00
				Subtotal	23,520.00
				Estimated Tax	2,293.20
				Total	25,813.20

Year 3 Due 2020

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85183	TASER 60 YEAR 3 PAYMENT: X26P BASIC	84	280.00	280.00	23,520.00
				Subtotal	23,520.00
				Estimated Tax	2,293.20
				Total	25,813.20

Year 4 Due 2021

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85184	TASER 60 YEAR 4 PAYMENT: X26P BASIC	84	280.00	280.00	23,520.00
				Subtotal	23,520.00
				Estimated Tax	2,293.20
				Total	25,813.20

Year 5 Due 2022

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85185	TASER 60 YEAR 5 PAYMENT: X26P BASIC	84	280.00	280.00	23,520.00
				Subtotal	23,520.00
				Estimated Tax	2,293.20
				Total	25,813.20

Grand Total	125,747.16
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Discounts (USD)

Quote Expiration: 01/25/2019

List Amount	124,436.00
Discounts	9,860.00
Total	114,576.00

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Taser 60 Basic Year 1	22,494.36
Spare X26P	0.00
Year 2 Due 2019	25,813.20
Year 3 Due 2020	25,813.20
Year 4 Due 2021	25,813.20
Year 5 Due 2022	25,813.20
Grand Total	125,747.16

Notes
2018 pricing is good until January 25, 2019. If the signed quote is not received by that time the quote will be expired and will need to be reissued with 2019 pricing. Approved by manager Colin Fine.

TASER60 Terms and Conditions: This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <https://www.axon.com/legal/sales-terms-and-conditions>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Axon’s Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon’s Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:

Date:

Name (Print):

Title:

PO# (Or write N/A):

Please sign and email to Colin Fine at cfine@taser.com or fax to 888-843-4309

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-129470-43465.637JM

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Certificate of Destruction

IMPORTANT

Customer certifies that all Products will be removed from service to be destroyed and/or rendered permanently nonfunctional. Products must not be resold or redistributed. Destruction of Products should be performed according to Customer’s policy. Axon is not responsible for Product warranty or any liability related to Products certified as destroyed, and reserves the right to require verification that destruction has been performed.

The undersigned represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Certificate of Destruction on behalf of the Agency.

Springdale Police Department - AR

Product(s) to be Destroyed	Quantity
Signature	Date
Name (Print)	Title

Return this signed form, and your purchase order/quote (if applicable) to your sales representative and our returned materials authorization department at rma@axon.com.

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